Air Line Ry. Co., 167 N. C. 14, affirmed in 240 U. S. 489, plaintiffs recovered as next of kin for the death of their half-brother, an illegitimate son of their mother. In nearly all American jurisdictions, including all states from which citations are given above, except South Carolina, a bastard can inherit from his mother, and *vice versa*. The sole justification of the instant case would seem to be in precedent. It is out of harmony with the present tendency in the legal attitude toward bastards, in which tendency common law jurisdictions are more tardy than other civilized countries. See 16 COL. L. REV. 698. The old common law policy of preventing illicit intercourse by making neither party, and neither party's property, responsible for the support and education of the innocent product thereof, hardly commends itself to reason or sense of justice. The line of authorities last noted above shows one more step toward the time when the law will cease to penalize the child for the wrong of its parents, and this step is taken by decision, not special legislation. For the most progressive American legislation in this field see LAWS OF NORTH DAKOTA, 1917, page 80.

DEEDS—ATTEMPTED DELIVERY IN ESCROW TO THE GRANTEE.—Pursuant to a contract to marry her so soon as he lawfully might P hands to C, a recent divorcee, a deed to certain land—said deed being absolute on its face—with the oral stipulation that the deed should not be recorded or be operative unless P should fail to marry C. A third party has the deed recorded contrary to the express wish of C. P marries C. C dies, leaving as her heirs-at-law P and B, daughter by her first husband. B dies, leaving as her heirs-at-law D^1, her husband, and D^2, her father (C's first husband). P brings bill in equity against D^1 and D^2 to remove cloud from title to land described in the deed. *Held,* since neither P nor C intended the deed as a presently operative conveyance, there was neither delivery nor acceptance and title did not pass. *Mitchell* v. *Clem* (Ill., 1920), 128 N. E. 815.

In a case very similar as to delivery the stipulation was that the deed should not be operative until the purchase price should be paid; no payments were made; the grantor retook possession and the unrecorded deed was destroyed. A judgment creditor of the grantee sought to attach the land. The court held that by the handing over to the grantee of the deed absolute on its face title passed regardless of the oral condition. Creditor's right was, of course, subject to the grantor's prior lien for the purchase price. *Bank* v. *Anderson* (Kentucky Court of Appeals, 1920), 225 S. E. 361. Both courts announce the rule that a delivery cannot be made to the grantee in escrow. The Illinois court has held very consistently that such a delivery is absolute. *Blake* v. *Ogden*, 223 Ill. 204, and cases cited therein. But confronted with a hard case, the court finds its way out by saying that there was no delivery at all. This seems to be giving effect to the oral condition, for one can hardly doubt that the court would have found sufficient delivery if the grantor had died without marrying the grantee. It is suggested that the court might frankly admit that it will give effect to oral conditions when they can be clearly proved, as did the Supreme Court of Virginia recently.

Whitaker v. *Lane*, 104 S. E. 252, 19 MICH. L. REV. 343. For full note on the subject by Professor Ballantine, see 3 ILL. LAW BULL. 3, 29 YALE LAW JOURNAL 826.

DIVORCE—SPECIFIC PORTION OF HUSBAND'S ESTATE CANNOT ORDINARILY BE AWARDED AS ALIMONY.—In a divorce proceeding the wife had been granted $30 per month alimony; on appeal, she asked that this portion of the decree be reversed and that she be allowed to remain in the home of the husband, which consisted of a house and twenty-four acres of land and was his sole real estate. *Held*, a wife is not entitled to have any specific parcel of real estate assigned as her own. Alimony is usually an allowance of money out of the husband's estate, but not the estate itself. *Lovegrove* v. *Lovegrove* (Va., 1920), 104 S. E. 804.

Permanent alimony after the dissolution of the marriage status is wholly a creation of the written law. It was not known to the common or ecclesiastical law. *Bacon* v. *Bacon*, 43 Wis. 197; *Brenger* v. *Brenger*, 142 Wis. 26, 26 L. R. A. (N. S.) 387. However, in construing the statutes the courts have from the first been influenced by the English practice, under which the courts gave the wife an allowance only, and such a thing as partition of estate was unknown. *Bacon* v. *Bacon, supra*. In many states such an allowance is expressly provided for by statute. 19 C. J. 260. Such a statute in Ohio, providing that "the court shall allow such alimony out of the husband's property as it deems reasonable, etc.," raised a doubt as to whether this effort to enlarge the power of the court had not in fact resulted in cutting its authority down so that it could give *only* specific property as alimany. A discussion of *Lape* v. *Lape*, 124 N. E. 51, which involves this particular statute, is found in 18 MICH. L. REV. 60. See also 18 MICH. L. REV. 799, for a discussion of a Kansas case, *Nixon* v. *Nixon*, 188 Pac. 227, which involves a similar statute. In the absence of such statutes, the holding of the principal case is without doubt the majority rule; although there is a conflict of authority. This rule is based on the proposition that the claim of the wife for alimony is a personal claim on the husband. *Almond* v. *Almond*, 4 Rand. (25 Va.) 668, 15 Am. Dec. 781. Therefore, it comes under the general principle that chancery courts have no inherent power to declare liens against real estate to secure debts which may be established against the person. *Perkins* v. *Perkins*, 16 Mich. 162. There are cases which, although they recognize as law the rule of the principal case, do set aside specific property for the wife out of regard for the special equities of a particular case. Instances of this arise where the property has been purchased with the wife's money or has been acquired largely or wholly as a result of her earnings, industry, or frugality. *Mussing* v. *Mussing*, 104 Ill. 126. This, however, is a different case from one in which provision for her support is made solely on the grounds that a man is in duty bound to support his wife —that is, where the property is granted to her as a result of her status as wife. *Champion* v. *Myers*, 207 Ill. 308, 310.